Professional and Technical Services Contract

State of Minnesota

This Contract is between the State of Minnesota, acting through its Chief Executive Officer of Minnesota Insurance Marketplace [MNsure] ("State") and Data Listing Services, LLC dba The Connection, Contact Center Services ("Connection") whose designated business address is 11351 Rupp Drive, Burnsville, MN 55337, an independent contractor, not an employee of the State of Minnesota ("Contractor").

Recitals

1. Under Minnesota Statutes §§ 15.061 and 62V.05, subdivision 1(b)(4), the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of Call Center services to cover the Minnesota State Exchange renewal and enrollment period of November 15, 2014 through February 15, 2015.
3. The Contractor represents it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

Contract

1. Term of Contract

1.1 Effective Date. October 3, 2014, or the date State obtains all required signatures, whichever is later. Contractor must not begin work under this Contract until this Contract is fully executed and Contractor has been notified by State's Authorized Representative to begin work.

1.2 Expiration Date. April 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Contract: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

2. Duties

2.1 The Contractor, who is not an employee of the State of Minnesota, shall:

2.1.1 Call Center Services. Provide the following types of Call Center Services including, but not limited to ("Call Center Services"):

A. Serve as the initial contact for people who contact the MNsure Contact Center, requesting information regarding all aspects of enrollment and billing in the Minnesota Health Insurance Exchange.

B. Ensure a positive, efficient consumer experience.

C. Explain provisions of insurance options, enrollment procedures and choices, and state and federal laws which pertain to an inquirer or enrollee's concerns or complaints. This includes service or product information including responding to questions about Qualified Health Plan (QHP) options and subsidies including Advanced Premium Tax Credit (APTC), Medical Assistance, Minnesota Care Basic

Health Plan (BHP), Reduced Cost Sharing (CSR) or other supports as appropriate based on a consumer centered model for information and assistance.

D. Communicate eligibility provisions, insurance claim processing, benefit determination, and premium payment procedures in a clear and concise manner to individuals with varying degrees of insurance knowledge.
E. Based on incoming and outgoing contacts, recognize common issues to determine if more thorough investigation or a referral to another call center is needed. Resolve the issue and/or seek assistance from system or benefit specialist staff. Issues may be related to a number of areas, including system problems, communications, and interpretations.
F. Provide in-bound and Outbound Live Operator services
G. Respond to calls from enrollees and members in event of a "life event" such as a birth, death or other disability that may impact enrollment, subsidies or benefits.
H. Utilize the various technologies provided by the MNsure management team in order to effectively serve clients which may include but not be limited to:
    a. MNsure Web Portal
    b. Knowledge Management System
    c. Client Relationship Management System
    d. Web Sites of MNsure carriers
    e. Other Resource Databases, web sites that may provide relevant information to a caller such as provider network information, resource databases or other objective information.
    f. Provide to callers or coordinate with other call center representatives at Minnesota Department of Human Services (DHS) or financial workers at Minnesota counties to ensure callers are appropriately enrolled and qualified beneficiaries' medical assistance consistent with federal law and the state continuation statute.
I. Provide basic technical troubleshooting
J. Reset consumer passwords
K. Disseminate scripted information
L. Fulfill consumer requests for information about MNsure
M. Enter data entry including enter or edit status updates and elections based upon consumer preference into the MNsure web portal to ensure insurance eligibility and enrollment is accurately reflected

2.1.2 Technical standards.

MNsure's contact center services are provisioned within the State of Minnesota's owned and managed Cisco Hosted Internet Protocol Contact Center (HIPCC). Calls are delivered on a dedicated public switched telephone network (PSTN) network currently supporting 300 simultaneous sessions. Callers needing additional assistance are directed to the MNsure's contact center which may overflow to the Contractor. The Contractor may receive up to 100% of the agent bound calls. Contractor shall:

A. Provide a warm transfer of calls back to the MNsure contact center that they have not been trained or able to support. Approximately 20% of the calls would be transferred to MNsure on separate backdoor telephone number.
B. Provide Automatic Call Distributor (ACD)
C. Provide Interactive Voice Response (IVR)
D. Ensure minimum Trunking capabilities. Contractor's network shall:
    a. Be able to handle a minimum of 300 dedicated simultaneous calls. Callers shall not receive a busy signal due to lack of capacity.
    b. Be able to expand up to 500 simultaneous calls.
    c. Calls will be routed to a local DID number.

2.1.2 Performance standards. Contractor shall:

A. **Performance Standards.** Maintain established qualitative and quantitative standards for Call Center Services throughout the Contract in order to provide acceptable customer services and satisfy the scope of this Contract. Daily or multiple reports may be required.

a. Key Performance Standards:

a. Service Level (SVL) of 80% of calls answered in 30 seconds if not dropped by IVR

b. Abandon rate of less than five percent (5%)

c. Calls must not remain in queue more than six (6) minutes

d. 90% accuracy rate in proper use and documentation of calls in the customer relationship management (CRM) tool per timetable applied to MNsure staff

e. Escalation rate for calls transferred to MNsure of no more than 10% - excludes calls calls requiring operational processing or review by MNsure

b. Other Performance Standards

i. The number of caller complaints about the call center must be one percent (1%) or less of all incoming calls. Copies of complaints and their resolution will be sent to the MNsure Contact Center Manager within one week of the day the complaint was made. Maintain an agent occupancy rate of 80%-85%

ii. Callers must not be placed on hold more than one hundred and twenty (120) seconds

B. Provide service during normal business house

a. MNsure Hours of Operation:

i. General hours during Open Enrollment (November 15, 2014 – March 15, 2015)

1. Monday – Friday 8AM – 8PM
2. Saturday and Sunday 8AM – 4:30PM

ii. Extended hours during Open Enrollment

1. December 11-15, 2014 8AM - midnight
2. February 9 – 15, 2015 8AM - midnight

iii. The contact center will be CLOSED:

1. Thursday, November 27, 2014
2. Friday, November 28, 2014
3. December 25, 2014
4. January 1, 2015

iv. The contact center will close to incoming calls at 3pm on December 24, 2014 but will remain open normal business hours to complete necessary customer service processing.

v. The Contact Center will be open on January 19, 2015, Martin Luther King Day. Managers will determine appropriate coverage for that day across the organization.

C. Record, store and make available 100% of all calls for the following time periods:

a. Voice retention:

i. 1 month (30 days)

D. Ensure all agents and staff working with MNSure information must complete and pass all state required Data Privacy and Security training prior to being given access to systems

E. Present itself to all consumers as MNsure, not as a private contractor. Contractor's role must not be apparent to any consumer. Only MNsure names and logos are permitted on information distributed.

F. Determine whether to add/divert trained staff to handle increasing/decreasing call volume during peak/off periods in compliance of performance standards.

G. Evaluate weekly the sufficiency of the number of telephone lines installed and the staff schedules to ensure maximum coverage and efficiency. A report detailing this information must be sent to the MNsure Contact Center Manager monthly.

H. The MNsure Contact Center Manager will monitor and review performance standards on a monthly basis. If any performance standards are not met, MNsure will notify Contractor of the standard that is not in compliance, and, if necessary and so directed, the Contractor shall submit a revised monthly invoice to MNsure to reflect any reduction in hourly billing due to failure to meet performance standards.

2.1.3 Quality Control

A. Line supervisors or quality control staff shall monitor a minimum of two percent (2%) of all calls received per agency or fifteen total, whichever is great, for quality control. A monthly report will be submitted to the MNsure Contact Center Manager.
B. Quality audits must meet or exceed pre-identified criteria set by MNsure and provided to Contractor.
C. Contractor shall facilitate and allow the MNsure Contact Center Manager and MNsure training staff access to the vendor screen data displaying real time call center phone activities (all volume, number of calls in queue, waiting time, available staff, etc.). The screen display will be available remotely to be used by MNsure staff.

2.1.4 Training

A. All training costs, other than agent time, shall be the responsibility of Contractor. MNsure will not accept any invoicing for training and/or associated expenses unless specifically authorized and agreed to by MNsure in advance and in writing. Additional invoices must within the total value of the final contract, not in additional to the contract value.
B. Subsequent to initial training, ongoing training for Contractor's new staff will be the responsibility of the Contractor.
C. Train-the-trainer training will run concurrently during this period.
D. Additional training will be provided by MNsure for special event-based requirements.
E. Contractor's supervisors/trainings will work with MNsure staff to review MNsure's current training manual.
F. Contractor shall train and manage staff assigned to the Contact Center as follows:
    a. Develop, conduct and maintain a comprehensive and continuous training program providing trainers and staff with the appropriate knowledge and current information to perform services required by MNsure.
    b. Ensure that all staff is trained in federal, state and MNsure policies, procedures and operations.
    c. Develop and update training manuals and training records for MNsure review.
    d. Implement a procedure for ongoing refresher, updated or re-training of information as needed.
    e. Ensure there is a dedicated training onsite to conduct training that will be monitored by MNsure.
    f. Security, Safety and Conduct training that would include, but not be limited to:
        i. Compliance training
        ii. Sensitivity awareness
        iii. Projecting a positive helpful attitude
        iv. Communicating with confidence and competence
        v. Adhering to confidentiality policies and procedures
        vi. Customer service soft skills
    g. MNsure shall update the supervisors/trainings on an as-needed basis concerning policy updates. MNsure will also provide current reference materials and updates as needed.
    h. Any training of Contractor supervisors/trainers required for new projects, new subject matter or certain familiarization throughout the term of the contract shall be at the cost and responsibility of MNsure.
    i. Whenever new projects are introduced, MNsure and the Contractor supervisors/trainers shall evaluate the quality standards and time required to train staff.

j. Training can be classroom or on the job training
k. Training requirements may consist of the following as determined by MNsure
    i. Introduction to material
    ii. Product familiarity
    iii. Script familiarity
    iv. Role-play activities
    v. Productions and quality measurement criteria
    vi. Oral and/or written quizzes
    vii. Review

2.1.5 Contract deliverables generally. Contractor shall provide:

A. Timely documentation of the results of Contractor staff criminal history background checks per Contractor's usual and customary process and criteria.
B. A comprehensive call flow and intelligent routing process.
C. A system that is capable of generating customized reports. The customized report generator must be Windows based.
D. Reporting software with real-time access to all the system's data
E. Leadership staff to participate in daily meetings via conference call with MNsure staff to discuss business trends, issues or any other pertinent information.
F. Reports to evaluate MNsure programs and services system effectiveness. Such reports shall be produced individually or combined and shall be provided daily, weekly, monthly, semi-annual, annual basis and/or by special request as directed by MNsure.
G. Electronic submission of required reports to MNsure.
H. Reports monitoring call traffic and other reports which must be available to MNsure via on-line, electronic transmission.
I. Reports which include the following at a minimum:
    a. ACD reports – average number of agents, total calls accepted, total calls answered, ACD calls referred, average speed of answer, average abandoned, ACD downtime, average ACD talk time (seconds), maximum answered, total ACD talk time (seconds),total down time, total wait time, total staff time, staffing levels per hour
    b. Call Volume reports – number of calls during each hour, number of abandon calls, number of incomplete calls, busy signals and rollovers, length of calls, percentage of calls answered and serviced vs. total calls received
    c. Performance reports – system down time, monthly turnover rate, average time in queue, average call duration, number of calls handled per hour, number of staff on duty daily, number of calls transferred to MNsure or other agencies, problem/complaint resolution log
    d. Abandon rate reports
    e. Trouble (maintenance) report
    f. Call Blockage report due to insufficient Trunking
    g. Weekly service complaint report
    h. Other information MNsure may request to monitor and control this Contract

2.1.6 Trouble shooting requirements. The Contractor shall:

A. Correct all critical system and application problems under its control within one hour. Critical issues are defined as any problem that prevents the Contractor from taking consumer calls according to the specifications of this Contract.

B. Correct all other issues within four hours of detection. Any problems related to system functionality (i.e., hardware, phone lines, data, etc.) which are not under the Contractor's control must be reported to MNsure immediately upon detection.
C. Provide troubleshooting and connectivity issues resolution between the contact center and database systems.
D. Provide general troubleshooting of the call module in the areas of contact center user accounts and call reports, both of which are key functionality of the call module.
E. Notify MNsure two calendar weeks in advance of any pre-planned and scheduled services outages that may affect MNsure's services. Notification must be communicated via e-mail or fax and describe in detail alternative plans to sustain services during the outage.

2.1.7 Core duties and requirements of Contractor include:

A. Contractor, including its agents, staff and employees working on the MNsure account shall be located within the continental United States.
B. Contractor shall operate its call center in accordance with federal and state laws and regulations during the contract period.
C. Contractor shall provide a turn-key, full services operation to include, but not limited to: staff, work space, equipment, software, phones and all computer and telecommunications-related lines and cable. Contractor is responsible for the installation of the cable/wire at its facility.
D. Contractor shall have the ability to provide Call Center Services on a 24/7/365 basis using both Interactive Voice Response (IVR) and live Customer Service Representatives.
E. Contractor shall staff a problem reporting toll-free number on a 24/7/365 basis to accept trouble reports from State. For escalation purposes, a supervisor shall also be available on a 24/7/365 basis.
F. Contractor shall be responsible for all work performed by subcontractors.

2.2 The State shall:

2.2.1 Provide one initial onsite training to Contractor's staff and trainers, including resources and support, for up to three weeks. The training will consist of policies, procedures, and product knowledge.
A. Training will take approximately two weeks
B. The state will provide training materials for the initial class as well as electronic copies for any future class to be trained by Contractor

2.2.2 Provide a help line for questions and escalations
2.2.3 Provide process flows and job aids required to complete job requirements
2.2.4 Manage the phone system, IVR and all telephony changes
2.2.5 Manage and provide access to all needed technology and systems to complete job requirements

3. Time

Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence for this Contract.

4. Consideration and Payment

4.1 Consideration. State will pay for all services performed by Contractor under this Contract as follows:

a. Compensation. Contractor will be paid the designated amount at the following rates for Training and Production support services:
   i. Agents: $25.50 per hour
   ii. Team Supervisors (1:10 ratio): $28.50 per hour
b. Advertising. MNsure will pay actual costs, not to exceed ten-thousand dollars ($10,000.00),

for advertising costs related to staffing and recruitment

c. Background Checks. MNsure will pay Contractor an amount not to exceed twelve thousand dollars ($12,000.00) for costs related to Contractor staff criminal history background checks per Contractor's usual and customary process and criteria.

d. Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed Zero Dollars ($0.00).

e. Total Obligation. The total obligation of State for all compensation and travel expenses to Contractor under this Contract will not exceed four million dollars ($4,000,000.00) .

4.2 Payment

a. Invoices. State will promptly pay Contractor after Contractor presents an itemized invoice for the monthly services actually performed and State's Authorized Representative accepts the invoiced services. Payment should be made electronically to Contractor no later than 30 days after receipt of invoice. The final invoice must be submitted within thirty (30) calendar days of the expiration date.

b. Retainage. Under Minnesota Statutes § 16C.08, subdivision 5(b), no more than ninety percent (90%) of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by State's Authorized Representative. The balance due will be paid no later than sixty (60) calendar days after receipt of invoice.

c. Federal Funds. Payments under this Contract will be made from federal funds obtained by State through HHS section 1311 CFDA Number 93.525 of the Patient Protection and Affordable Care Act of 2010. Contractor is responsible for compliance with all applicable federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with federal requirements.

5. Conditions of Payment

All services provided by Contractor under this Contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State, if applicable. Contractor will not receive payment for work found by State to be unsatisfactory or performed in violation of applicable federal, state, or local law.

6. Authorized Representative

6.1 The State's Authorized Representative is:

Name: Scott Leitz, Chief Executive Officer
Address: 81 Seventh Street East, Suite 300
St. Paul, MN 55101
Telephone: 651.539.1320
E-Mail Address: Scott.Leitz@state.mn.us

The State's Authorized Representative, or her successor, has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 The Contractor's Authorized Representative is:

Name: Fred Weiner
Address: 11351 Rupp Drive
Burnsville, MN 55337
Telephone: 952.948.5302
E-Mail Address: fred.weiner@the-connection.com

The Contractor must immediately notify the State if the Contractor's Authorized Representative, changes at any time during this Contract.

7. Assignment, Amendments, Waiver, and Contract Complete

7.1 Assignment. Contractor may neither assign or transfer any rights or obligations under this Contract without the prior consent of State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

7.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

7.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

7.4 Contract Complete. This Contract contains all negotiations and agreements between State and Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

8. Indemnification

In the performance of this Contract by Contractor, or Contractor's agents or employees, Contractor must indemnify, save, and hold harmless State, its agents, and employees, from any claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Contractor's:

a. Intentional, willful, or negligent acts or omissions; or
b. Actions that give rise to strict liability; or
c. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Contractor may have for State's failure to fulfill its obligation under this Contract.

9. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Contract.

10. Government Data Practices and Intellectual Property

10.1 Government Data Practices. The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statutes Chapter 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

Additionally, Contractor and State must comply with the requirements contained in Attachment 1, which is attached and incorporated into this Contract.

10.2 Intellectual Property Rights

a. Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and

service marks in the works and documents created, paid for and identified as a deliverable under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

b. Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11. Workers Compensation and Other Insurance

11.1 Contractor shall not commence work under the Contract until Contractor has obtained all the insurance described below. Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

11.2 Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies.

11.2.1 **Workers Compensation Insurance.** Except as provided below, Contractor must provide Workers Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers Compensation insurance in accordance with the statutory requirements of State,

including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minnesota Statutes § 176.041 exempts Contractor from Workers Compensation insurance or if Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers Compensation requirements.

If during the course of the contract Contractor becomes eligible for Workers Compensation, Contractor must comply with the Workers Compensation Insurance requirements herein and provide State with a certificate of insurance.

Further, Contractor certifies that it is in compliance with Minnesota Statutes § 176.181, subdivision 2, pertaining to workers compensation insurance coverage. Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way State's obligation or responsibility.

11.2.2 **Commercial General Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the Contract. Insurance minimum limits are as follows:

$2,000,000 – per occurrence
$2,000,000 – annual aggregate
$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
State of Minnesota named as an Additional Insured, to the extent permitted by law.

11.2.3 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

The following coverage shall be included:

Owned, Hired, and Non-owned Automobile

11.2.4 **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance.** This policy will provide coverage for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Contractor is required to carry the following minimum limits:

$2,000,000 – per claim or event

$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of Contractor and may not exceed $250,000. If Contractor desires authority from State to have a deductible in a higher amount, Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that State can ascertain the ability of Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

11.3 Additional Insurance Conditions

11.3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to State with respect to any claim arising out of Contractor's performance under this contract;

11.3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify State within thirty (30) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to State;

11.3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

11.3.4 Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of 11.2.4 above;

11.3.5 Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

11.3.6 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

12. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions

Contractor certifies that neither it nor its principals is presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Federal money will be used to pay for all or part of the work under the Contract; therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

13.1 By signing and submitting this Contract, Contractor is providing the certification set out below.

13.2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, State may pursue available remedies, including suspension and/or debarment.

13.3 Contractor shall provide immediate written notice to State's Authorized Representative if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

13.4 The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and

voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549.

13.5 Contractor agrees that upon execution of this this Contract, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

13.6 Contractor further agrees that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

13.7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

13.8 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

13.9 Except for transactions authorized under paragraph 13.5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, State may pursue available remedies, including suspension and/or debarment.

13.10 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

13.10.1 Contractor certifies, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

13.10.2 Where Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

14. Publicity and Endorsement

14.1 Publicity. Any publicity regarding the subject matter of this Contract must identify State as the sponsoring agency and must not be released without prior written approval from State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

14.2 Endorsement. Contractor must not claim that State endorses its products or services.

15. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Data Disclosure

Under Minnesota Statutes § 270C.65, subdivision 3 and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in

the enforcement of federal and state laws which could result in action requiring Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Payment to Subcontractors

As required by Minnesota Statutes § 16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime Contractor's receipt of payment from State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

18. Termination

18.1 Termination by the State. State may cancel this Contract at any time, with or without cause, upon at least forty-five (45) calendar days written notice to Contractor. Upon termination, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

18.2 Termination for Insufficient Funding. State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written, e-mail or fax notice to Contractor. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding sources, not to appropriate funds. State must provide Contractor notice of the lack of funding within a reasonable time of State receiving that notice.

19. Non-discrimination (In accordance with Minnesota Statutes § 181.59)

Contractor will comply with the provisions of Minnesota Statutes § 181.59 which requires:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

In the event that the State cancel's or terminates this contract pursuant to the above stated statute, the State would need to provide Contractor with notice of such cancellation or termination within a reasonable time of State becoming aware of the basis for such action.

20. Counterparts

This contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

21. Affirmative action requirements for contracts in excess of $100,000 and if the Contractor has more than 40 full-time employees in Minnesota or its principal place of business

MNsure intends to carry out its responsibility for requiring affirmative action by its contractors.

21.1 Covered contracts and contractors. If the Contract exceeds $100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in MNsure where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

21.2 Minn. Stat. § 363A.36. Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

21.3 Minn. R. 5000.3400-5000.3600.

(A) General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

(1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the

Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or MNsure.

(D) Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

1 **STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

Signed: _____

Date: _____

SWIFT Contract No. _____

2 **Data Listing Services, LLC dba The Connection**
The Contractor certifies that the appropriate person has executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [signature]

Title: President

Date: 10/2/2014

3 **MINNESOTA INSURANCE MARKETPLACE [MNsure]**

By: _____
(with delegated authority)

Title: _____

Date: _____

1 **STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15.

Signed: [illegible]

Date: Sept. 29, 2014

SWIFT Contract No. 84233 / PO

2 **Data Listing Services, LLC dba The Connection**
The Contractor certifies that the appropriate person has executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

3 **MINNESOTA INSURANCE MARKETPLACE [MNsure]**

By: Scott [illegible]
(with delegated authority)

Title: CEO

Date: 10-2-14

CONTRACT ATTACHMENT 1 – DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is by and between MNsure ("MNsure" or "State") and Data Listing Services, LLC dba The Connection, Contact Center Services ("Connection") whose designated business address is 11351 Rupp Drive, Burnsville, MN 55337, an independent contractor, not an employee of the State of Minnesota ("Contractor").

WHEREAS, the parties have executed a Contract for Call Center services to cover the Minnesota State Exchange renewal and enrollment period of November 15, 2014 through February 15, 2015;

WHEREAS, MNsure is subject to the Minnesota Government Data Practices Act by Minnesota Statutes, section 62V.06, subd. 1, and is authorized to enter into the below agreement by Minnesota Statutes, section 62V.05, subdivision 1(b)(5); and

WHEREAS, MNsure is authorized to share protected information pursuant to Minnesota Statutes, section 62V.06, subdivisions 5(a)(5), 5(b)(5) and 5(d).

Agreement

1. Term of Agreement

1.1 ***Effective date: see contract***, or the date the State obtains all required signatures, whichever is later.

1.2 ***Expiration date: see contract***, or until all obligations have been satisfactorily fulfilled, or until any applicable statutory authority expires, whichever comes first.

2. Information Covered by this Agreement.

2.1 Under this Agreement, MNsure will be sharing with Contractor one or more types of private information, collectively referred to as "protected information," concerning individuals, employers, and/or employees participating in MNsure . "Protected information," for purposes of this Agreement, may include any or all of the following:

2.1.1 Private data (as defined in Minnesota Statutes § 13.02, subd. 12), confidential data (as defined in Minn. Stat. § 13.02, subd. 3), welfare data (as governed by Minn. Stat. § 13.46), medical data (as governed by Minn. Stat. § 13.384), and other not public data governed by other sections in the Minnesota Government Data Practices Act (MGDPA), Minn. Stats. Chapter 13;

2.1.2 Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103);

2.1.3 Federal Tax Information ("FTI") (as defined by IRC § 6103);

2.1.4 Records (as defined by the Privacy Act of 1974, 5 U.S.C. § 552a; and

2.1.5 Other data subject to applicable State and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

3. Duties

3.1 MNsure Duties. MNsure shall:

(a) Only release information which it is authorized by law or regulation to share with Contractor.

(b) Obtain any required consents, authorizations, or other permissions that may be necessary for it to share information with Contractor.

(c) Notify Contractor of limitations, restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitations, restrictions, changes or revocation may affect Contractor's use or disclosure of protected information.

(d) Not request Contractor to use or disclose protected information in any manner that would not be permitted under law if done by MNsure.

3.2 Contractor Duties. Contractor shall:

(a) Be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of MNsure. This responsibility includes:

1. conducting appropriate screening and monitoring of its employees and agents to protect information privacy;
2. ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed above in clause 1; and
3. implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentially, integrity, and availability of any protected information at rest and in transit that it creates, receives, maintains, or transmits on behalf of MNsure.

(b) Comply with the "minimum necessary" access and disclosure rule set forth in the MGDPA. The collection, creation, use, maintenance, and disclosure of protected information shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government. Minnesota Statutes § 13.05 subdivision 3.

(c) Report to MNsure any privacy or security incident regarding the information of which it becomes aware. For purposes of this Agreement, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above when using Contractor equipment and infrastructure; so long as such incidents do not result in unauthorized access, use or disclosure of MNsure's information. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be made in writing and submitted to MNsure immediately and in no case more than 2 days after learning of such incident.

(d) Unless provided for otherwise in this Agreement, if Contractor receives a request to release the information referred to in this Clause, Contractor must immediately notify MNsure. MNsure will give Contractor instructions concerning the release of the data to the requesting party before the data is released.

(e) Not use or further disclose protected information created, collected, received, stored, used, maintained, or disseminated in the course or performance of this Agreement other than as permitted or required by this Agreement or as required by law, either during the period of this Agreement or hereafter.

(f) In accordance with Minnesota Statutes § 62V.06, subdivision 9, Contractor may not sell any data collected, created, or maintained by MNsure, regardless of its classification, for commercial or any other purposes.

(g) Consistent with this Agreement, ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

(h) To the extent that any protected information is PHI:

1. Comply with the minimum necessary rule and limit the collection, creation, use, maintenance, and disclosure of PHI to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See 45 C.F.R. §§ 164.502(b) and 164.514(d).
2. Report any breach or security incident pursuant to the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E). This report must be in writing and sent to MNsure not more than 2 days after learning of such non-permitted use or disclosure. Such a report will at least:
   (A) Identify the nature of the non-permitted use or disclosure;
   (B) Identify the PHI used or disclosed;

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure;
(D) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures;
(E) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and
(F) Provide such other information, including any written documentation, as MNsure may reasonably request.
(G) Provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with MNsure.

3. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree in writing to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
4. Within ten (10) business days of a request from an individual or their designee, make available protected health information in a designated record set, consistent with Minn. Stat. § 13.04, subdivision 3, and 45 C.F.R.§ 164.524.
5. Within ten (10) business days, forward any request to make any amendment(s) to protected health information in a designated record set to MNsure in order for MNsure to satisfy its obligations under Minnesota Statutes § 13.04, subdivision 3 and 45 C.F.R. §164.526.
6. Document such disclosures of PHI and information related to such disclosures as would be required for MNsure to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Maintain and make available no later than fifteen (15) days after receipt of request from MNsure, the information required to provide an accounting of disclosures to MNsure as necessary to satisfy MNsure's obligations under 45 C.F.R. §164.528, or upon request from MNsure respond directly to individual's request for an accounting of disclosures.
7. To the extent the business associate is to carry out one or more of MNsure's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to MNsure in the performance of such obligation(s).
8. Make its internal practices, books, and records available for purposes of determining compliance with the HIPAA Rules.
9. Contractor may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by MNsure.
10. Comply with any and all other applicable provisions of the HIPAA Privacy Rule, Administrative, and Security Standards, including future amendments thereto. Develop written policies and procedures for safeguarding and securing PHI and complying with HIPAA and the HITECH Act, and other privacy laws.
11. Designate a privacy official to be responsible for the development and implementation of its policies and procedures as required by 45 C.F.R. Part 164, Subpart E.

(i) To the extent that any protected information is FTI, ensure that this data only be used as authorized under the Patient Protection and Affordable Care Act and the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075, and restrict from use for any other purpose.
(j) Mitigate, to the extent practicable, any harmful effects known to it of a use, disclosure, or breach of security with respect to protected information by it in violation of this Agreement.
(k) Report and mitigate any fraudulent activities;
(l) Comply with any and all other applicable provisions of the Final Exchange Privacy Rule at 45 C.F.R. § 155.260, including future amendments thereto.

4. **Disposition of Data upon Completion, Expiration, or Agreement Termination.** Upon completion, expiration, or termination of this Agreement, Contractor will return to MNsure or destroy all protected information received or created on behalf of MNsure for purposes associated with this Agreement. A written

certification of destruction or return to the MNsure Authorized Representative is required. Contractor will retain no copies of such protected information. If both parties agree that such return or destruction is not feasible, or if Contractor is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, Contractor will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as Contractor maintains the information.

5. Amendments

Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

6. Sanctions

In addition to any liability under section 6 of Agreement, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions by the U.S. Department of Health and Human Services, Office for Civil Rights, and/or in civil and criminal penalties.

7. Interpretation.

Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA, MDGPA, and other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

8. DHS Information Security Policy. Additional information regarding the handling and, as appropriate, destruction (upon expiration or termination of a contract or agreement) of protected information obtained from State is available at https://edocs.dhs.state.mn.us/lfserver/Public/DHS-4683-ENG.

9. Effect of statutory amendments or rule changes.

The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the laws listed in paragraph 1 of this section or in any other applicable law. However, any requirement in this Agreement or in the DHS Information Security Policy that is based upon HIPAA Rules or upon other federal or state information privacy or security laws means the requirement as it is currently in effect, including any applicable amendment(s), regardless of whether the Agreement has been amended to reflect the amendments(s).

10. Survival.

The obligations of Contractor under this Attachment shall survive the termination of this Agreement

1. CONTRACTOR

By: _____
(With delegated authority)

Title: President

Date: 10/2/2014

2. MNsure

By: _____
(With delegated authority)

Title: CEO

Date: 10-2-14